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9 Attorneys for Defendants Credit
10 Protection Association, L.P.

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13

14 JACQUELINE TAYLOR,

15 Plaintiff,

16 vs.

17 CREDIT PROTECTION ASSOCIATION,
18 L.P. and DOES 1-10,

19 Defendants.
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Case No. 2:15-cv-08473

NOTICE OF REMOVAL

[28 U.S.C. §§ 1331 and 1441(b)]

[Filed Concurrently With:
- Civil Cover Sheet]

State Action Filed: September 14,
2015

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:**

2 PLEASE TAKE NOTICE THAT Defendant Credit Protection Association,
3 L.P. (“Defendant”) hereby removes to this Court the action commenced on
4 September 14, 2015 in the Superior Court of the State of California, County of
5 Orange, entitled *Jacqueline Taylor v. Credit Protection Association, L.P., et al.*,
6 Case No. 30-2015-00809401-CU-PO-CJC. Removal of this action is proper for the
7 following reasons:

8
9 **I. TIMELINESS**

10 1. Plaintiff Jacqueline Taylor (“Plaintiff”) effected service of the
11 Summons and Complaint on Defendant on September 29, 2015.

12 2. This removal is thus timely under 28 U.S.C. Section 1446(b), in that,
13 among other reasons, the Complaint was removed to this Court within thirty (30)
14 days of service of the Summons and Complaint on Defendant.

15
16 **II. FEDERAL QUESTION JURISDICTION – TELEPHONE**
17 **CONSUMER PROTECTION ACT**

18 3. Jurisdiction is proper in this Court pursuant to 28 U.S.C. Sections 1331
19 and 1441(a), in that this court has original jurisdiction because Plaintiff’s claims
20 arise under the laws of the United States, namely, the Telephone Consumer
21 Protection Act, 47 U.S.C. Section 227 *et seq.* (“TCPA”).

22
23 **III. PROCESS**

24 4. A true and correct copy of the pleadings filed in the Orange County
25 Superior Court in this action are attached hereto as Exhibit “A.”

26 5. Written notice of the filing of this Notice of Removal has been given to
27 the adverse party, and a copy has been filed with the Clerk of the Orange County
28 Superior Court, in accordance with the provisions of 28 U.S.C. Section 1446(d).

1 WHEREFORE, Defendant prays that this action be removed to this Court.

2
3 DATED: October 29, 2015

HINSHAW & CULBERTSON LLP

4 By: /s/ James A. Hazlehurst

5 Justin M. Penn
6 James A. Hazlehurst
7 Attorneys for Defendants Credit
8 Protection Association, L.P.
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CERTIFICATE OF SERVICE

Jacqueline Taylor v. Credit Protection Association, L.P., et al.
Case No. 2:15-cv-08473

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am a citizen of the United States and employed in Irvine, California, at the office of a member of the bar of this Court at whose direction this service was made. I am over the age of 18 and not a party to the within actions; my business address is 19800 MacArthur Boulevard, Irvine, CA 92612-2427.

On October 29, 2015, I served the document(s) entitled, **NOTICE OF REMOVAL**, on the interested parties in this action by placing true copies thereof enclosed in a sealed envelope(s) addressed as stated below:

SEE ATTACHED SERVICE LIST

☒ **(BY MAIL):** I deposited such envelope in the mail at Irvine, California with postage fully prepaid. I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be placed for collection and mailing, and deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☐ **(VIA OVERNIGHT MAIL):** I am "readily familiar" with the firm's practice of collection and processing correspondence for overnight delivery. Under that practice it would be deposited in a box or other facility regularly maintained by the express service carrier, or delivered to an authorized courier or driver authorized by the express service carrier to receive documents, in an envelope or package designated by the express service carrier with delivery fees paid or provided for, addressed to the person on whom it is to be served, at the office address as last given by that person on any document filed in the cause and served on the party making service; otherwise at that party's place of residence.

☐ **(BY ELECTRONIC MAIL):** By transmitting a true copy thereof to the electronic mail addresses as indicated below.

☐ **(BY FACSIMILE):** By transmitting an accurate copy via facsimile to the person and telephone number as stated.

☐ **(BY CM/ECF SERVICE):** I caused such document(s) to be delivered electronically via CM/ECF as noted herein.

I declare under penalty of perjury under the laws of the United States that the above is true and correct and was executed on October 29, 2015, at Irvine, California.

Nancy C. Arnold

Nancy C. Arnold

SERVICE LIST

Jacqueline Taylor v. Credit Protection Association, L.P., et al.

Case No. 2:15-cv-08473

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